

FILED
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U.S. DISTRICT COURT E.D.N.Y.

★ MAR 4 - 2010 ★

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

BROOKLYN OFFICE

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ANDREW BROWN,

Plaintiff,

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISCONTINUANCE**

-against-

09 Civ. 4326 (BMC)

THE CITY OF NEW YORK, POLICE COMMISSIONER
RAYMOND W. KELLY, SERGEANT ZOILO
ENCARNACION, POLICE OFFICER WILLIAM
FALCONE, POLICE OFFICER STEPHEN CANTONE,
POLICE OFFICER BENJAMIN SOTO, JOHN DOE ##1-
6,

Defendants.
----- x

WHEREAS, plaintiff commenced this action by filing a complaint on or about October 8, 2009, and an amended complaint on December 16, 2009, alleging that certain of his federal and state rights were violated; and

WHEREAS, defendants have denied any and all liability arising out of plaintiff's allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiff Andrew Brown has authorized counsel to settle this matter in the terms enumerated below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff ANDREW BROWN the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in full satisfaction of all claims, including claims for costs, expenses, and attorney fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal with prejudice of all the claims against the named defendants in this action, the City of New York, Zoilo Encarnacion, William Falcone, Stephen Cantone, Benjamin Soto, including defendants named herein as "JOHN DOE ##1-6", and any present or former employees or agents of the City of New York, or any agency thereof, including but not limited to the New York City Police Department, from any and all liability, claims, or rights of action under state or federal law arising from and contained in the complaint in the instant action, including claims for costs, expenses and attorney fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph 2 above, and an Affidavit of Status of Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

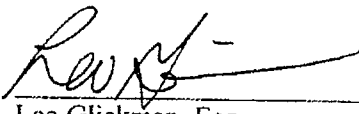
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York, or the New York City Police Department.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of

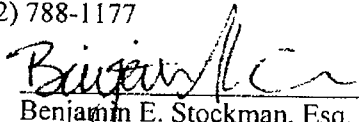
the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York
February 16, 2010

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Brooklyn, NY 11217

By: 
Leo Glickman, Esq.
Attorney for plaintiff

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By: 
Benjamin E. Stockman, Esq.
Assistant Corporation Counsel

SO ORDERED: 3/3/10

/s/(BMC)
HON. BRIAN M. COGAN
U.S.D.J. 